



## **MEMORANDUM OF UNDERSTANDING**

between

**UNIVERSITY OF MASSACHUSETTS LOWELL**

and

**NATIONAL UNIVERSITY OF IRELAND GALWAY**

This Memorandum of Understanding (MoU) between National University of Ireland Galway, University Road, Galway, Ireland (hereafter referred to as "NUIG") and University of Massachusetts, Lowell, One University Avenue, Lowell, MA 01854, USA (hereafter referred to as "UML"), is intended to establish a framework for a collaborative research relationship between UML and NUI Galway (the "Collaboration").

NUIG and UML share the belief that our two institutions have much in common and that collaboration would be to the mutual benefit of both institutions, and would enhance the quality and reputation of our Colleges, Research Institutes/Centres and their associated programmes.

To that end, this MoU is intended:

- A. to outline the principal elements of the Collaboration, which shall initially focus on the areas of Biomedical Science and Engineering and Business and Innovation;
- B. to state the Parties' willingness, in principle, to –
  - a. agree on detailed plans for the Collaboration, and
  - b. explore the development of collaborative opportunities and relationships between NUIG and other institutions in the University System in the Commonwealth of Massachusetts, with whom UML has existing relationships.

### **1. Collaboration**

- I. The Collaboration will initially be developed in the fields of (i) Biomedical Science and Engineering, and (ii) Business and Innovation (the 'Fields'), and will involve, at NUIG, the National Centre for Biomedical Engineering Science; the Centre for Innovation and Structural Change; the College of Business, Public Policy and Law; and the College of Engineering and Informatics at NUI Galway, and, at UML, the Massachusetts Medical Device Development Center; the College of Fine Arts, Humanities and Social Sciences, the College of Management; and the College of Engineering.

II. Within these Fields, the Collaboration will focus on the joint development of cooperative research and training programmes for faculty and students of the two institutions. Specific projects and activities may include:

- Exchange of faculty members
- Exchange of graduate students and research fellows
- Exchange of academic information
- Joint seminars and workshops
- Delivery of research driven graduate education and training modules
- Development of collaborative research
- Publication of joint research papers
- Technology Transfer and commercialisation
- Establishment of funding to support visiting or exchanging students and faculty

A more detailed proposal for initiating specific activities and Projects in the Fields is attached to this MoU as Appendix 1.

III. The Parties anticipate that the Collaboration will generate specific projects and activities as outlined in clause II above (each a 'Project'). Each Project will be undertaken pursuant to a written agreement which will define specific terms and conditions governing that Project, on a case by case basis. Such agreements shall address issues such as funding, publication, confidentiality, ownership and management of intellectual property and other relevant matters of mutual concern, depending on the project.

IV. UML appoints the Director of the Massachusetts Medical Device Development Center, the Dean of Business, the Dean of Fine Arts, Humanities and Social Sciences and the Dean of Engineering and NUIG appoints the Dean of Business, Public Policy and Law, the Dean of Engineering and Informatics, the Director of the NCBES and the Director of CISC to coordinate the development and implementation of the Collaboration.

The parties may create an intra-institutional committee to function as a steering group to facilitate planning and communication between the institutions relating to the Collaboration.

V. The Parties will also investigate research collaboration opportunities in other areas of mutual interest, where complementary strengths exist, in order to expand and promote their mutual interests.

VI. The Parties anticipate that the initial period of their Collaboration will be five years, with periodic reviews during this period.

VII. Each party agrees to negotiate the details of the Collaboration in good faith, it being understood that this MOU does not set out all of the terms and conditions of the Collaboration or all of the subjects of requests for further information or discussion in connection with the negotiations to be conducted with regard to the Collaboration.

VIII. Each party to this MOU shall bear its own costs and expenses in contributing to the Collaboration and in negotiating and documenting the terms of any particular

Project. Unless otherwise agreed in writing, each institution will be responsible for seeking funds to support its involvement in the Collaboration and its participation in any Project(s), and all such activities will be dependent upon the budgetary appropriations of the parties.

- IX. The Parties will cooperate and proceed as promptly as practicable to obtain any agreements, consents, approvals and permissions from third parties and government agencies as shall be necessary, advisable or appropriate for the Collaboration.
- X. The parties will devote sufficient resources to negotiating the final plans for the Collaboration and preparing, executing and delivering to each other such agreements and other documents as they shall deem necessary, advisable or appropriate to establish the Collaboration. Their mutual intent is that the Collaboration shall take effect in 2011.
- XI. UML will facilitate the development of a collaborative relationship in research between the National University of Ireland, Galway, and other institutions in the University System: UMass Amherst, UMass Boston, UMass Dartmouth and the UMass Medical School in Worcester. NUI Galway will facilitate the development of collaborative relationships between UML and the following research partners with which it has existing cooperative agreements: Can NUI please list partners here?
- XII. The parties will cooperate in preparing public announcements or press release(s) announcing the Collaboration and neither party will make or permit or arrange to be made any announcement or press release or disclosure of any matter relating to the Collaboration unless agreed in writing in advance by both parties.
- XIII. Additional public or private sector entities may become party to this MoU by mutual agreement of the parties.
- XIV. Each party acknowledges that this MOU states an understanding in principle between the parties, it being understood and agreed that this MOU is not intended to create, whether by acceptance or otherwise, legal relations or any legally binding obligations between the parties. The parties shall have no obligations with respect to the Collaboration or any Project contemplated by this MOU, unless and until the parties have entered into a written agreement or agreements which (i) are by their terms definitive, final and legally binding, and (ii) have been approved by the parties' respective governing bodies.

Signed:

\_\_\_\_\_  
Dr Ahmed Abdelal  
Provost and Vice Chancellor  
University of Massachusetts Lowell

Date

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Dr. Jim Browne  
President  
National University of Ireland, Galway

Date



## **Appendix 1**

The Collaboration initially focuses on the areas of Biomedical Science and Engineering and Business and Innovation.

### **Biomedical Science and Engineering**

#### **Rationale**

The University of Massachusetts Lowell has developed considerable expertise and has ambitious growth plans in the areas of Biomedical Science and Engineering and Medical Technologies. This profile and vision aligns extremely well with the profile and vision of NUI Galway in these areas. In particular both institutions are particularly concerned with, and focused on, the development of very strong linkages and interactions with their local and regional medical technology industrial clusters, and also on innovation and the commercialisation of university based research in terms of licensing and start-up formation for the further development of these industrial clusters. Both institutions enjoy close proximity and access to internationally recognised medical technology industrial hubs. All of this means that there is significant potential for collaboration.

#### **Potential Activities**

1. The hosting of joint seminars and workshops between the College/Division/Institute... at UML and the NCBES and Colleges of Science, Engineering and Informatics and Medicine, Nursing and Health Sciences at NUIG, that have the purpose (in the initial phases) of
  - a. identifying specific research alignments, synergies and collaborative opportunities in the areas of biomedical science and engineering, and medical technologies
  - b. identifying specific structures, models and initiatives to encourage and foster medical technology innovation, entrepreneurship and research commercialisation. This would include initiatives to link biomedical science, engineering and medical science activities and capabilities with the business, innovation and marketing activities and capabilities, to generate truly multi-disciplinary industry focused translational research programmes.
2. As a result of 1a, the performance of collaborative research projects, leading to joint conference presentations, papers and peer-reviewed journal articles.
3. Exchange of personnel at faculty, postdoctoral and graduate student level.

4. Collaboration on the delivery of research led graduate level education and training modules.

## **Business and Innovation**

### **Rationale:**

The research interests between personnel in the College of Management and College of Fine Arts, Humanities and Social Sciences (UMass Lowell) and Centre for Innovation and Structural Change (CISC) (NUI Galway) are closely related in the areas of entrepreneurship and networking, particularly within the field of Medical Technology. Both Universities have carried out research in their respective countries on medical technology entrepreneurs and the networks they create. Such close alignment of research interests presents a significant opportunity for the research fellows to engage in joint work that would allow for cross-country and cross-regional comparisons to be made. This will result in joint journal article publications, conference papers and possibly an edited book between the two institutes.

### **Potential Activities:**

1. Research seminars and workshops to be held at CISC and/or College of Management and College of Fine Arts, Humanities and Social Sciences. The purpose of these seminars is to disseminate the research conducted in both institutes in the area of entrepreneurship, networks, incubators, regional development, public policy and law, and the medical technology sector. These meetings will allow the researchers to identify commonalities and develop future research collaborations
2. Collaborative research projects and publication of joint research papers. Publications that allow for international comparisons to be made across Massachusetts and Ireland will be explored and developed. The possibility of developing an edited book will also be explored.
3. Exchange of information and learning. Personnel will exchange information on the involvement of Business/Management Schools in delivering incubator facilities to entrepreneurs and the development of entrepreneurship- or mentor-related programs.
4. Collaboration in the delivery of research led teaching.